

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 22nd day of March, 2018 by 320 A STREET NE LLC ("Declarant") and FD Investment I LLC and FD Investment II LLC (collectively "Beneficiary").

Whereas, Declarant is the owner of the real property and improvements located at 320 A Street, N.E., Washington, D.C. (Lot 804 in Square 785), as further described on Exhibit "A".

Whereas, Beneficiary is the owner of the real property and improvements located at 318 A Street, N.E., Washington, D.C. (Lot 46 in Square 785), as further described on Exhibit "A". Lot 46 will be further subdivided and this Easement Agreement shall inure to the benefit of the Lot immediately adjacent to Lot 804 once the subdivision is recorded.

Whereas, Declarant wishes to grant an exclusive easement to the Beneficiary for use of that certain 3 foot by 20 foot (approximately 60 square feet) portion of Lot 804 ("Easement Area") subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing, and of the mutual promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. The Declarant does hereby grant and convey an exclusive easement to the Easement Area ("Easement") identified on Exhibit "B" hereto, to the Beneficiary and the Beneficiary's successors and assigns, subject to the terms and conditions as set forth herein.
2. The Easement and Easement Area may be used for any purpose so long as the same is not used in violation of any federal or District of Columbia laws, codes, ordinances, or regulations.
3. The Beneficiary shall release, indemnify and hold harmless the Declarant, and its successors and assigns, from and against all injuries, claims, damages, or causes of action, of any kind whatsoever, including costs and attorneys' fees, arising in connection with the use of the Easement and the Easement Area.
4. The Beneficiary shall be entitled to improve the Easement Area, including the installation of a fence in the Easement Area, at the sole cost and expense of the Beneficiary.
5. The Beneficiary, and its guests, agents, invitees, successors and assigns shall use the Easement and Easement Area at its own risk and shall be solely responsible for its maintenance, repair and replacement.

6. The Easement, and all of the terms and conditions of this Easement Agreement, shall run with the land and its term shall be perpetual.

7. The Easement Agreement shall be binding on, and shall inure to the benefit of, the parties and their respect heirs, successors and assigns. This Easement Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by the parties and recorded among the land records of the District of Columbia.

IN WITNESS WHEREOF, the Declarant and Beneficiary have caused this Easement Agreement to be signed as of the date first written above.

DECLARANT:

320 A STREET NE LLC

By: _____

Kelvin Reaves
Authorized Member

CITY OF WASHINGTON)

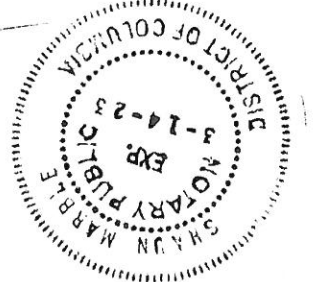
) TO WIT:

DISTRICT OF COLUMBIA)

I HEREBY CERTIFY, that on this 27th day of March, 2018, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Kelvin Reaves known to me to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Easement Agreement to be the authorized act of 320 A STREET NE LLC, and in my presence signed and sealed the same.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public



My Commission Expires:

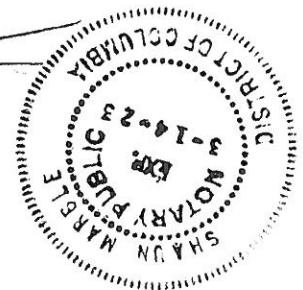
FD Investment I LLC

FD Investment II LLC

CITY OF WASHINGTON)
) TO WIT:
DISTRICT OF COLUMBIA)

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public



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EXHIBIT "A"

320 A Street, N. E., Washington, D.C.

318 A Street, N. E., Washington, D.C.

Exhibit A

Parcel No. 1:

The rear or North 24 feet by full width thereof of Original Lot 3 in Square 785.

Note: At the date hereof the above described land is designated on the Records of the Assessor for the District of Columbia for taxation purposes as Lot 836 and 838 in Square 785.

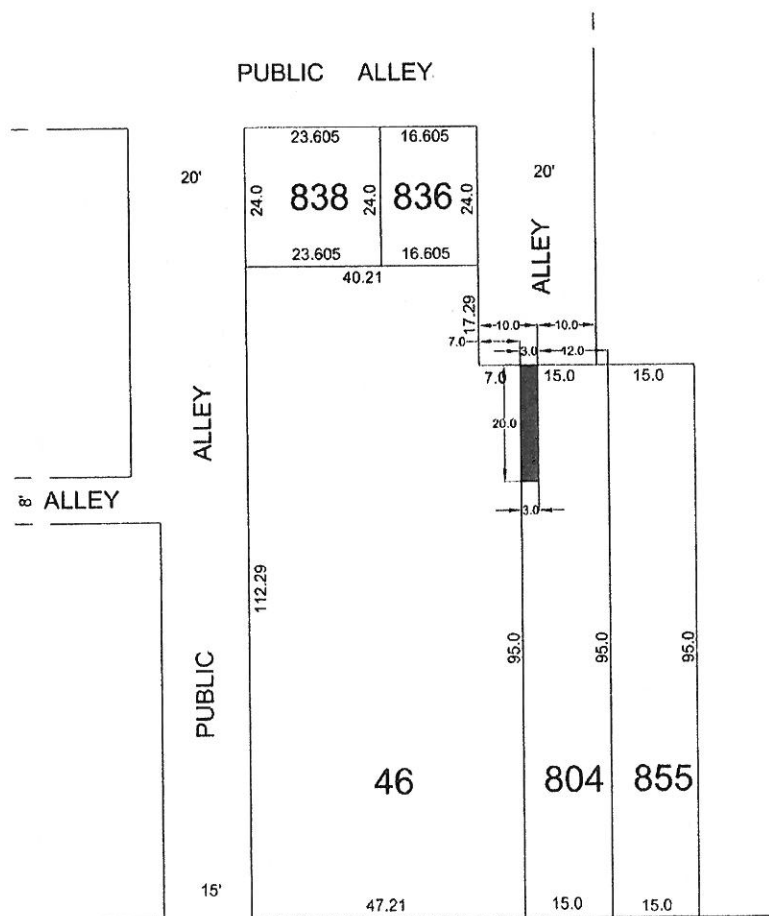
AND

Part of Original Lot 2 in Square 785, beginning for the same at the Southwest corner of said lot and running thence East 15 feet; thence North 95 feet to the North line of said lot; thence West 15 feet to the Northwest corner of said lot; thence South 95 feet to the place of beginning.

NOTE: At the date hereof the above described land is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lot 804 in Square 785.

EXHIBIT "B"

Easement Area



A STREET, N.E.



SCALE: 1:20

Doc #: 2018030574
Filed & Recorded
03/26/2018 04:47 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
RECORDING FEES \$25.00
SURCHARGE \$6.50
TOTAL: \$31.50

